

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 17	
2. Contract (Proc. Inst. Ident) No. DAAE07-02-E-B001		3. Effective Date 2002APR15		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM SFAE-GCS-W-BCTP MAJ W PETERMANN (586)753-2074 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: PETERMAW@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000 SCD C PAS NONE ADP PT HQ0337		Code S2305A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 1NLE2 Facility Code				To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)				14. Accounting And Appropriation Data ACRN: AA 21 12033000015R5R07P31107125FB S20113 W56HZV			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost Contract		15C. Quantity KIND OF CONTRACT: Facilities Contracts		15D. Unit	
15E. Unit Price		15F. Amount					
15G. Total Amount Of Contract				\$10,000.00			
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	11
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	17
Part IV - Representations And Instructions							
X	D	Packaging and Marking					
X	E	Inspection and Acceptance	6	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	7	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	8	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	9				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2002APR15	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632 Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)			

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.			

SECTION A - SUPPLEMENTAL INFORMATION
EXECUTIVE SUMMARY

Contract: DAAE07-02-E-B001
Type: Facilities Contract
Contractor: GM GDLS Defense Group L.L.C.

- a. PURPOSE: This contract will provide for the facilites to directly support all contractor logistics support operations to the Interim Armored Vehicle (IAV). These facilities include offices, racking, secure storage areas (inside and outside of warehouse). Items to be stored there include, but not limited to, spare and repair parts, Strategically Configured Sustainment Support Packages (SCSSP), ASIOE, GFE, tires, tools, equipment to support the training, testing, deprocessing, and fielding of the family of IAVs.
- b. APPLICABILITY: It is agreed that the contractor will not use the facilities for any other work other than that which directly supports the IAV contract. Any exception to this must be approved in writing by the Procuring Contracting Officer (PCO).

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>SERVICES LINE ITEM</u> NOUN: FACILITIES CONTRACT GSA WRHSE SECURITY CLASS: Unclassified PRON: X11GX188X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-MAR-2007 (E) \$ 10,000.00 Period of performance begins upon award of this contract and may continue for a period of up to five (5) years. (End of narrative F001) Contractor must obtain concurrence from the Contracting Officer Representative and approval from the Contracting Officer prior to utilizing any funds under CLIN 0001AA. (End of narrative F002)		EA		\$ 10,000.00 ESTIMATED
0002 0002AA	<u>Supplies or Services and Prices/Costs</u> <u>DATA REQUIREMENT</u> SECURITY CLASS: Unclassified <u>Packaging and Marking</u>				
A001	<u>DATA ITEM</u> SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>	1	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	<div><div>3</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DAYS AFTER AWARD</div></div><div><div>001</div><div>1</div><div>0030</div></div></div>				
	<div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W56HZV) XU NICP ACCT PROP OFF USA TACOM 6501 E 11 MILE RD WARREN MI 48397-5000</div> <div>Data deliverable consists of a Facility Maintenance Plan to include HAZMAT, and spill/containment procedures.</div> <div>(End of narrative F001)</div>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SCOPE OF WORK

1. This contract will provide for the facilites to directly support all contractor logistics support operations to the Interim Armored Vehicle (IAV). These facilities include offices, racking, secure storage areas (inside and outside of warehouse). Items to be stored there include, but not limited to, spare and repair parts, Strategically Configured Sustainment Support Packages (SCSSP), ASIOE, GFE, tires, tools, equipment to support the training, testing, deprocessing, and fielding of the family of IAVs.
2. Facilities are located at:

General Service Administration (GSA)
 2701 C ST SW
 Auburn, WA
 Warehouse No. 1 which will consist of:

 - Bay 1
 - Bay 2
 - Link area
 - Offices, break room and restrooms
 - External secured area for tire storage
3. Renovations and necessary improvements to the facility will be accomplished by TACOM, with the exception of installation of computer software/hardware. The contractor is not authorized to implement any structual changes or alterations to the facility or external storage area without prior written approval of the PCO.
4. Racks and shelving will be provided by the Government to store parts/supplies.
5. Reserved.
6. Contractor responsible for containment and proper disposal of hazardous waste in accordance with Washington States hazardous waste regulation WAC 173-303. Contractor is required to have an emmergency response plan for spills/contamination of hazardous materials. All other waste shall be disposed of in accordance with local/state/federal waste management laws.
7. The contractor shall develop a plan to maintain the Government leased facility, to include a HAZMAT plan. This plan shall be provided to the ACO in accordance with CDRL A001. This plan will be reviewed and approved annually or as required by the ACO.
8. Contractor must obtain concurrence from the Contracting Officer Representative and approval from the Contracting Officer prior to utilizing any funds, as identified in Section B of this contract.
9. The Government provided facilities will include:
 - * Joint-use of parking
 - * Basic security services (i.e. protect life and property and maintain law and order in the building)
 - * Basic janitorial services
 - * Sprinkler systems in Bays
 - * Central heating, and ventilation
 - * Approximately 86,767 usable square feet
 - * Utilities (heat, electrical, and water)
 - * Snow/Ice removal
 - * Access to conference facilities, and cafeteria on a spaceavailable basis (after direct coordination with GSA)
10. Reserved.
11. The contractor shall notify the Government at least 120 days in advance of a requirement for additional space above and beyond that provided in paragraph 2 above.
12. The contractor shall provide the Government at least six (6) months notice if they, for any reason, decide to vacate said property.
13. The costs associated with any task in this contract that are not specifically funded under this contract, including but not limited to obtaining insurance, permits, inspections, preparing deliverables, etc., shall be completed under a seperate logistics contract.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-10	INSPECTION OF FACILITIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-16	STOP-WORK ORDER--FACILITIES	AUG/1989

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION G - CONTRACT ADMINISTRATION DATA

										JOB		
LINE	PRON/		OBLG				ORDER	ACCOUNTING		OBLIGATED		
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				NUMBER	STATION	AMOUNT		
0001AA	X11GX188X1	AA	2	21	12033000015R5R07P31107125FB	S20113	1GXP01	W56HZV	\$	10,000.00		
31107180008												
									TOTAL	\$	10,000.00	

SERVICE	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 12033000015R5R07P31107125FB S20113	W56HZV	\$ 10,000.00
			TOTAL	\$ 10,000.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM) COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Daryel L. Covington
e-mail: covingtond@lewis.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Jerry Roy
e-mail: jroy@dcmdc.dcm.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	SEP/2001
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-12	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-13	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC COMMERCE	MAY/2000

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

H-14	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
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The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINS) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms

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of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-15 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-5	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-9	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-14	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-13	ALLOWABLE COST AND PAYMENT--FACILITIES	APR/1998
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-17	LABOR STANDARDS FOR CONSTRUCTION WORK-FACILITIES CONTRACTS	FEB/1988
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-24	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-28	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-31	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-32	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-20	LIMITATION OF COST	APR/1984
I-42	52.232-21	LIMITATION OF COST (FACILITIES)	APR/1984
I-43	52.232-23	ASSIGNMENT OF CLAIMS -- ALTERNATE I (APR 1984)	JAN/1986
I-44	52.232-25	PROMPT PAYMENT	FEB/2002
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-46	52.233-1	DISPUTES	DEC/1998
I-47	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-48	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-49	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-50	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-51	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE IV (APR 1984))	AUG/1987
I-54	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.245-7	GOVERNMENT PROPERTY (CONSOLIDATED FACILITIES) --the Contractor shall	MAR/1996

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	Regulatory Cite	Title	Date
		submit the required maintenance plan for IPE as soon as practicable, but no later than 90 days after the date of the contract	
I-57	52.245-8	LIABILITY FOR THE FACILITIES	JAN/1997
I-58	52.245-9	USE AND CHARGES	APR/1984
I-59	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-60	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-61	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-62	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-63	52.249-14	EXCUSABLE DELAYS	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-68	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-75	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	OCT/1992
I-76	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-77	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-78	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-80	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-81	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-82	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--			
(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;			
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;			
(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or			
(4) That will result in lower overall costs to the Government.			
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--			
(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;			
(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;			
(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and			
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.			
(End of clause)			
I-83	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-E-B001 MOD/AMD</p>	<p align="center">Page 13 of 17</p>
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

(a) The Government, at its election, may reduce the price of a fixed-price-type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation, the FAR.

- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or fee floor specified in the contract.
 - (3) For cost-plus-award-fee contracts--
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may--
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
 - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

I-84	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

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(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-86 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-87 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-88 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-89 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and

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Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	NONE			